

**KentuckianaWorks Foundation
And
Jefferson County Public Schools
Adult Education**

Contract No.

July 1, 2006 – June 30th, 2007

THIS AGREEMENT, made and entered into as of this 1st day of July, 2006, by and between the KentuckianaWorks Foundation, 410 West Chestnut Street, Suite 200, Louisville, Kentucky 40202 ("the Foundation"), and the Board of Education of Jefferson County, Kentucky, 3332 Newburg Road, Louisville, Kentucky 40232, **(the "Contractor")** as registered with the Kentucky Secretary of State.

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

I. Scope of Agreement. The Contractor agrees to provide the specified training and/or employment activities or services for youth participants under the following terms and conditions:

A. Compliance and Performance.

(1) The Contractor shall comply with the applicable requirements of Metro Government and all legislative regulations pertaining to programs or activities that receive Federal funding. In particular, the Contractor agrees to comply with all applicable standards, orders and requirements, including, but not limited to, the following Federal and State laws, issuances and any subsequent amendments:

(a) Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the U.S. Department of Labor regulations (41 CFR Chapter 60).

(b) The Americans with Disabilities Act of 1990 (Public Law 101-336; 42 U.S.C. 12101 et seq.), which prohibits discrimination against and mandates structural accessibility and reasonable accommodation for persons with disabilities.

(c) The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

(d) The Davis-Bacon "Wages and Hours" Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

(e) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the U.S. Department of Labor regulations (29 CFR Part 5) and (40 U.S.C. 327-333) as supplemented by the U.S. Department of Education.

(f) Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) and the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

(g) Mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Federal Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871, 42 U.S.C. 6201 et seq.).

(h) Executive Orders 12549 and 12689 after February 18, 1986, regarding Debarment, Suspension, Ineligibility and voluntary Exclusion as supplemented in Department of Labor regulations (29 CFR Part 98, Section 98.510, "Participants' responsibilities"). The Contractor's signed certification is incorporated by reference hereto.

(i) Section 319 of Public Law 101-121, and the attendant requirement to disclose Lobbying activities pursuant to 31 U.S.C. 1352 (OMB 0348-0046). The Contractor's signed certification is incorporated by reference hereto.

(j) Senate Bill 258 codified at KRS 45A.485 to be in continuous compliance with the enumerated and applicable laws of the Commonwealth of Kentucky and to disclose any final determination of a violation within the previous five years. The Contractor's signed certification is incorporated by reference hereto.

(k) Certification for a Drug Free Workplace.

(2) The Contractor shall not discriminate in employment, and shall ensure that no person is denied equal opportunity for participation in training and/or employment activities or services, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief. Specifically, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998 (WIA) (Section 188), 29 U.S.C. 2938, including the Nontraditional Employment for Women Act of 1991 (29 U.S.C. 1737); Equal Pay Act of 1963, as amended (29 U.S.C. 206d); Titles VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000e et seq.); section 504 of the Rehabilitation Act of 1975, as amended (29 U.S.C. 793); Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. 621); Vietnam Era Veterans' Readjustment Assistance Act of 1994, as amended (38 U.S.C. 4212); and title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681); and with all implementing regulations, guidelines, and standards lawfully adopted and promulgated under those laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.

(3) The Contractor assures the Board that funds received and activities implemented under terms of this Agreement will not result in:

(a) Displacement of any currently employed Contractor staff, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits;

(b) Impairment of existing contracts for services or collective bargaining agreements, or inconsistency with the terms of any collective bargaining agreement without the written concurrence of the labor organization and employer concerned;

(c) Filling of any job opening or hiring of any new personnel when any other individual is on layoff from the same or any substantially equivalent job, or when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring an individual whose wages are subsidized with WIA and/or YOGI funds and / or U.S. Department of Education funds;

(d) Creation of jobs in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals; or

(e) Duplication of services or activities that would have been performed by the Contractor in the absence of Metro funds.

(4) The Contractor agrees that it will carry out its responsibilities under this Agreement in such a manner as to avoid both organizational and personal conflicts of interest and the appearance of such conflicts of interest.

(5) The Contractor assures the Foundation that it, the Contractor, is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal department or agency.

(6) The Contractor assures the Foundation that it, the Contractor, has not and will not pay any Federally appropriated funds, including the funds to be received under terms of the present Agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including the awarding, extension, continuation, renewal, amendment, or modification of the present Agreement.

(7) Unless otherwise provided in the Program Narrative or Budget of this Agreement, the Contractor assigns to the Foundation any patent rights, copyrights, and rights in data with respect to inventions, printed materials, technical data or computer software first developed or produced in the performance of activities or services stipulated in the Program Activities section of this Agreement, and financed with dollars reimbursable or otherwise payable under the Budget of this Agreement. The Foundation may in turn assign any such rights to the Workforce Development Cabinet (WDC), the United States Department of Labor (DOL) or U.S. Department of Education, if so required.

(8) The Contractor will comply with the requirements set forth in any WDC Contract executed with the Foundation, and specifically with all procedures established by the Workforce Development Cabinet's *Financial Management Guide* and revisions thereto, which are incorporated by reference in said WDC Contract. The Contractor will clearly

identify the U.S. Department of Labor, U.S. Department of Education, America's Workforce Network, Kentucky Workforce Development Cabinet, KentuckianaWorks and/or other appropriate funding sources as required by the Foundation. The Contractor will submit any materials used for promotion of or recruitment for the program activities described here to the Foundation's designee.

(9) The Contractor will comply with the Foundation's existing Policy and Procedures on nepotism, recovery of funds and other procedures pertinent to service of ineligible individuals, emergency participant support costs, and control of TARC tickets for participant use. The Contractor also agrees to comply with Policies and Procedures which the Foundation may find necessary to issue during the life of the present Agreement, from the effective date of their issuance.

(10) The Contractor will perform the functions described with particularity in the Program Narrative of this Agreement, and will abide by the conditions established for payment in the Budget of this Agreement. The Contractor shall not transfer or assign this Agreement, in whole or in part, to any third party without the written consent of the Foundation, but in no case shall such consent relieve the Contractor of its obligations under the Agreement.

(11) The Contractor agrees to provide all applicable management information system reports and all fiscal reports within the time periods specified by the Foundation, so as to document the Contractor's performance of its contractually stipulated functions.

(12) The Contractor agrees to maintain as confidential any applicant or participant information:

(a) acquired or provided by the Workforce Development Cabinet consistent with the state and federal requirements of 29 U.S.C. 2871 (f) (3), KRS 151B.280, and 787 KAR 2:020, and will use the information solely for the purposes of providing the services specified in this agreement and will not release the information without the informed written consent of the applicant or participant. Exception--if subcontracts are executed for the operation of the WIA /Jefferson County Youth One Stop program by the Contractor, the Contractor may release information provided that the subcontractor agrees to the same terms and requirements.

B. Maintenance of Documents.

(1) The Contractor agrees to maintain all documents, records of accounts, records of personnel, and financial records pertinent to this Agreement, and to submit such reports as are required by the Foundation, the U.S. Department of Labor, the U.S. Department of Education, and/or the Workforce Development Cabinet to ensure a proper accounting for all funds.

(2) The Foundation, pursuant to applicable law, including KRS 61.870 *et seq.*, specifically reserves the right to have access to any books, documents, papers and records (including computer records) of the Contractor which are pertinent to this Agreement.

(3) The Contractor agrees to make all records (including computer records) pertinent to this Agreement available for monitoring and/or audit purposes to the

Foundation or its designees, the Louisville/Jefferson County Metro Government, the Workforce Development Cabinet, the U.S. Department of Labor, U.S. Department of Education, or the Comptroller General of the United States, at any time during normal business hours and as often as any of these monitoring and/or audit agents may deem necessary. The right of access by these agents will include the right to make excerpts, transcripts, and photocopies, as well as the right of timely and reasonable access to the Contractor's personnel for interviews and discussions related to pertinent records.

(4) The Contractor will retain all records pertinent to this Agreement, including financial and statistical records, participant records, and supporting documents, for a period of three (3) years. The retention period will begin on the date the final expenditure report by the Contractor for this Agreement is received by the Foundation. If, prior to the expiration of the 3-year retention period, any litigation or audit is begun or a claim is instituted involving this Agreement, the Contractor will retain the records until after the litigation, audit finding, or claim has been finally resolved. The Contractor may substitute microfilm/microfiche copies in lieu of original records only after audit.

C. Accountability.

(1) The Contractor agrees to determine and assign costs and/or payments in conformity with the accounting methods used by the Foundation.

(2) The Contractor agrees that no invoices for costs and/or payments under this Agreement will exceed the cost categories and/or maximum payable amounts delineated in the Budget incorporated herein. The Foundation will not reimburse for costs that exceed cost categories, nor issue any payments in excess of the maximum payable amounts delineated in said Budget. Also, the Foundation will not reimburse for costs that exceed individual line-items within cost categories.

(3) The Contractor agrees to be accountable to the Foundation and does further agree to make suitable reimbursement of any costs and/or payments that are disallowed. Specifically, the Contractor agrees that any funds reimbursable or otherwise payable under the Budget of this Agreement will cover training and/or services exclusively for participants outlined in the program narrative and budget of this contract, and that any such funds used for enrolling and training of individuals not deemed eligible by the Board will be disallowed by the Foundation.

(4) The Contractor agrees to provide the Foundation with a financial close out report of this Agreement no later than thirty (30) consecutive calendar days after the end of this Agreement, which will release the Foundation from any further liabilities or payments.

(5) If the Contractor is a public or private non-profit entity, the financial close-out report for this Agreement must normally include a statement of program income, which is defined as any revenues allowably earned by a public or private non-profit Contractor in excess of program costs. Program costs in turn are defined as those necessary, reasonable, allowable and allocable expenditures which are related to the activities or services specified in the Program Narrative of this Agreement, and which are incurred during the Agreement period, or which are required for orderly start-up or close out of the Agreement.

If program income is earned under this Agreement it may be retained and used by the contractor for approved activities within a time frame approved by the Foundation in writing. If the Contractor is not able to use these funds accordingly, income must be returned to the Foundation.

The public or private non-profit Contractor must maintain records that document all earnings and expenditures under this Agreement, and must maintain an accounting system capable of tracking and determining program income. All such records are subject to review, monitoring and audit by the Foundation and must be retained in accordance with Metro funding record retention requirements. Any failure on the Contractor's part to fully comply with Federal, Commonwealth of Kentucky or Foundation program income requirements shall result in cost disallowance and repayment by the Contractor of any amounts directly related to the violation.

Since, however, tuition and fees that represent the catalog price for training or services sold in substantial quantities to the general public by a public entity are deemed to cover only necessary and reasonable program costs of that entity, a public Contractor whose earnings under this Agreement consist solely of such tuition and/or fees is not required to track expenditures under this Agreement with a view to determining program income.

(6) The Contractor will respond in writing to any pertinent Findings, Conclusions, and Recommendations in the Reports of the Audit when requested to do so by the Foundation. Unless an extension of time is expressly granted, the Response will be submitted to the Foundation within thirty (30) consecutive calendar days from the date of the Contractor's notification of the Findings and Recommendations of the Audit. The Contractor may take exception to the particular Findings and Recommendations of the Audit. The reasons for such exceptions must be included in the Response. The Response must also point out corrections already made and state what action is proposed and the estimated completion date of such action demanded in the Audit's Findings and Recommendations. The Foundation will consider the Contractor's response and any additional information provided by the Contractor when determining whether or not specific expenditures should be allowed.

(7) The Contractor agrees to follow norms set by the Foundation and KentuckianaWorks for purchase of any non-expendable property with Federal, State, or local funds and for management and inventory control of such property, and, unless otherwise provided in the Program Narrative or Budget of this Agreement, to return to the Foundation, at the Contractor's own cost, any non-expendable property, whenever said property is no longer being utilized for purposes established in this agreement, or whenever a contract or relationship between the Foundation and the Contractor ceases to exist. The Contractor will return said property, if any, to the location specified by the Foundation.

(8) It is hereby expressly understood and agreed among the parties hereto that, if at any time the Foundation must or should bring legal or investigatory action against the Contractor or any Subcontractor for violation of this Agreement, regulations or procedures of the Foundation, the Workforce Development Cabinet, or the U.S. Department of Labor, U.S. Department of Education, or for audit or complaint of violations by or against WIA-funded and/or YOGI-funded employees or participants for any reason whatsoever, they, the Contractor, or Subcontractor, will in any event bear all legal and court costs attendant to or arising from or associated with such action, if the action by the Foundation is ultimately successful; but nothing contained herein will prevent the Foundation from

settling or otherwise compromising such action without the imposition of costs, at the sole discretion of the Foundation.

(9) In no event will the Foundation or the Workforce Development Cabinet be responsible for, or liable to, any third party, including the Contractor, unless otherwise stipulated in this Agreement, for any damages of any type including but not limited to liquidated, proven, compensatory, or real, arising from or in any way associated with or attendant to, acts or omissions of the Contractor relating to this contract including but not limited to the Contractor's infringement of any United States patents, copyrights, or rights in data. The Contractor agrees to indemnify and hold harmless the Foundation and the Workforce Development Cabinet from any such claims or causes of action. If, however, the Contractor's liability is governed by KRS 44.070-44.160 and 45A.245-45A.275, those statutes will prevail.

(10) Contractor hereby acknowledges that WIB and/or the Foundation provides equipment and/or assets for the Contractor to use in its execution of the terms of this agreement. That equipment, including but not limited to that listed on Exhibit A attached to the contract shall remain the property of WIB and/or the Foundation. Contractor further agrees to procure insurance on said equipment as set forth in Section I: C11 of this Contract. Should this insurance fail to cover loss or damage to the items listed in Exhibit A for any reason, Contractor agrees to reimburse WIB and/or the Foundation for the replacement cost of said items as set forth in Exhibit A within 30 days of the loss.

(11) HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND
INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The **JEFFERSON COUNTY PUBLIC SCHOOLS** hereinafter referred to as "JCPS", as an agency of the Commonwealth of Kentucky, although vested with sovereign immunity, is subject to the Board of Claims Act, KRS 44.070-44.160. Claims against the "JCPS" relating to personal injury or property damage may be filed and decided under the provisions of the Act. To the extent permitted by said Act and other applicable law, the "JCPS" will defend, indemnify, and hold harmless the Louisville/Jefferson County Metro Government from and against any and all claims which may result from any error or omission arising out of its performance under this agreement."

II. INSURANCE REQUIREMENTS

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Foundation who may request review by the Louisville/Jefferson County Metro Government's Risk Management Division. *The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.*

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Foundation. The Foundation may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government or the Foundation's option, actual copies of policies.

- A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:
 - 1. "The Louisville/Jefferson County Metro Government, the Foundation, and their elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed under this contract.
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:
 - 1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
 - 2. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.
 - 3. **COMMERCIAL PROPERTY INSURANCE** - insuring all personal property owned by others which is left in the care custody and control of the contractor:
 - a. Insurance shall be written on the I.S.O. (or equivalent) Special Property Form, with the limit of liability equal to the full Replacement Cost covering personal property of others left in the care, custody and control of the Named Insured.
 - b. The interest of the Louisville/Jefferson County Metro Government and the Greater Louisville Workforce Investment Board d.b.a. KentuckianaWorks shall be named as Loss Payee

III. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

IV. MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government, and the Foundation shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled or materially amended without the Louisville/Jefferson County Metro Government and the Foundation having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Foundation before the expiration date.
- B. Certificates of Insurance as required above shall be furnished, as called for:

KentuckianaWorks Foundation
410 West Chestnut Street, Suite 200
Louisville, KY 40202

And

Louisville/Jefferson County Metro Government
Finance Department, Risk Management Division
611 West Jefferson Street
Louisville, KY 40202

2. And at least 30 days prior to the expiration of any policy(s).

Approval of the insurance by the Louisville/Jefferson County Metro Government and the Foundation shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government and the Foundation does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

II. Payment.

A. The Foundation agrees to compensate the Contractor, subject to actual availability of funds and proper documentation of expenses incurred and/or activities performed. The total amount of compensation payable under this Agreement to the Contractor shall not exceed the sum of each attached budget for delivery of services, as specified in the Program Narrative and Budget, more fully described below, during the period from the 1st day of July, 2006 to the 30th day of June, 2007.

B. The Foundation explicitly reserves the right to remove or withdraw encumbered funds allocated to the Contractor in the event of the occurrence of under expenditures, and to reduce pertinent budget items, including cost-reimbursable line-items, on a pro rata basis for failure to perform at the levels of enrollment, satisfactory completion, unsubsidized job placement, job retention, and/or other performance objectives set forth in the Program Narrative of this Agreement.

C. The Foundation explicitly reserves the right to withhold compensation under this Agreement when the Contractor fails to submit in a timely manner any reports delineated in this Agreement or in Contractor Instructions.

D. The parties agree that Addendums to this Agreement may be executed for additional services to be provided by Contractor during the term of this Agreement. Such Addendums shall state the additional services and compensation for such services and may incorporate all other terms of this Agreement not inconsistent with such Addendum.

III. Independent Audit.

A. If the Contractor is a public or private non-profit entity or an institution of higher education, such Contractor agrees to have an independent audit of its financial records each fiscal year, in accordance with the Single Audit Act of 1984 (P. L. 98-502), and OMB Circular A-128, or, when applicable, OMB Circular A-133, if it receives a total of \$300,000 or more in combined Federal funds for any fiscal year in which it receives funds under this Agreement. Such audit will be submitted to the Foundation within three months after the close of the Contractor's fiscal year.

B. If the Contractor described in paragraph A., above, does not receive \$300,000 or more in combined Federal funds in a fiscal year in which it receives funds under this Agreement, it may be excepted from the audit by sending a listing of all Federal funds received in that fiscal year to the Grants Management Division.

C. The Foundation, through the Louisville Jefferson County Metro Government, will review such audit to ensure the Contractor's compliance with applicable laws and regulations in the use of its Federal funds.

- If the Contractor is a for-profit entity other than an institution of higher education, it is not subject to the Single Audit Act.

IV. Modifications to Agreement.

The Contractor agrees to make no changes or modifications to this Agreement without prior written permission of the Foundation. Modifications requested by the Contractor will be granted only at the discretion of the Foundation. The Foundation may initiate a unilateral modification to this Agreement should it be in the best interest of the Foundation to do so. Any such modification or agreement, whether by the Foundation or by the Contractor, shall be made in writing.

V. Cancellation of Agreement.

This Agreement may be terminated or canceled upon thirty (30) calendar days written notice by either party. Within five (5) consecutive calendar days' written notice of cancellation, the Contractor will submit to the Foundation for its review and consideration a proposed schedule of planned expenditures and activities for the thirty-day cancellation period. Approval of all reasonable and necessary expenditures and activities for the thirty-day phase-out period is at the sole discretion of the Foundation. In the event of termination or cancellation, the Contractor shall not be relieved of liability to the Foundation for damages sustained by virtue of any breach of the Agreement by the Contractor, and the Foundation may withhold any payments to the Contractor for purposes of set-off until such time as the exact amount of damages due the Foundation from the Contractor is determined.

VI. Incorporation of Documents.

The following documents are attached and hereby incorporated as part of the Agreement:

- (1) Program Narrative, which will include a statement of work to be performed and specific performance objectives.
- (2) Budget

PROGRAM NARRATIVE

Board of Education of Jefferson County, Kentucky
3332 Newburg Road, Louisville, Kentucky 40232

Jefferson County Public Schools Adult and Continuing Education
546 South First Street Room 103, Louisville, KY 40202

Youth Opportunities Unlimited

JULY 1, 2006 – JUNE 30, 2007

Foundation Funding Streams

1. **Louisville Metro Housing Authority** – Specific program functions.
2. **Annie E. Casey Foundation** – Specific program functions.
3. **Gheens Foundation** - Incentive payments only.
4. **GE** – Incentive payments only.

Scope of Agreement

JCPS Adult Education shall:

- Increase awareness and recruit eligible youth for participation in the Y.O.U. program.
- Provide academic and career assessment services leading to the attainment of a GED and employment.
- Provide basic skills instruction to eligible YOU participants.
- Provide incentive payments to Y.O.U. participants as appropriate per funding stream.
- Provide case management for all youth receiving intensive services.
- Track placement and retention information on all youth enrolled and provided supportive services.
- Refer participating youth to partner resources (e.g. the Family Self-Sufficiency (FSS) program, Kentuckiana College Access Center, One-Stop Partners, etc.).
- Provide a quarterly written report to funding agencies documenting the activities, goals and the progress of Y.O.U. participants toward achieving those goals.

Services will follow the JCPS school calendar. The Y.O.U. Career Center is open during JCPS breaks for job search assistance.

Student's test scores are confidential and will not be released without the written consent of the student.

1. Target Population: Out-of-school youth ages 16-21.

Budget Narrative

a. This is a cost reimbursement contract. The total budget shall not exceed amounts specified in each budget. Invoices and other documents will be submitted in a format and on a schedule directed or approved by the Foundation.

b. Since the Contractor, Board of Education of Jefferson County, Kentucky represents that it is

(x) a public entity

() a private non-profit entity,

() an institution of higher education

() a for-profit entity other than an institution of higher education,

such Contractor

(x) is

() is not

subject to the Single Audit requirements referenced in Section III, A, of this Agreement.

c. The Contractor's fiscal year ends on June 30th and any required audit, or listing of Federal funds received in the fiscal year, must be submitted to the Foundation, at the address given in Section III above, within three months of that date. If for any reason a required audit will not be completed within the three-month deadline, the Contractor must request in writing an extension of the stipulated deadline or will be considered in violation of this Agreement so as to be ineligible for compensation until the violation is rectified.

d. Furthermore, since the Contractor represents that it is

(x) a public entity scheduled to receive payment other than off-the-shelf tuition and/or fees

() a public entity scheduled to receive payment only for off-the-shelf tuition and/or fees,

() a private non-profit entity,

() a for-profit entity,

such Contractor

(x) is

() is not

required to track expenditures under this Agreement with a view to determining program income, as delineated in Section I, C, (5) of this Agreement.

e. Job descriptions of staff members to be employed for this program follow the budget.

f. Cash Advances – N/A

Budget Line Item Definitions/Requirements

- Audit – The cost of an audit as it relates to the service for which the Foundation has contracted as defined in the Program Narrative of the contract.
- Automated Job Banks – The cost to maintain the system utilized for the sole purpose of connecting job seekers to prospective employers who are posting positions on the system. Any design of pages affiliated with Job Bank must be coordinated and approved through the Project Director and KentuckianaWorks Communications Department.
- Communications/Marketing – The cost associated with the promotion of the service for which the Foundation is contracting as described in the Program Narrative (includes verbal and written items as well as outreach such as job fairs). All items in this area must be coordinated and approved by the KentuckianaWorks Project Director and Communications Department. This includes brochures, media spots, public service announcements, etc.
- Contractual – These are signed agreements that the contractor has entered into with sub-contractors for specific services that the contractor is not able to do or perform themselves. Upon approval contractor must follow acceptable procurement procedures as identified in the applicable OMB circulars. Examples of items that come under this line item are Payroll Services and Workers Compensation. NOTE: Total combined Contractual and Unforeseen Miscellaneous Line Items cannot exceed 2% of total budget.
- Copier Rental – The cost for renting a copier for the use of the program staff in the course of performing contracted services. This includes the cost of providing maintenance of the rental copier.
- Dues/Subscriptions – The cost of joining appropriate organizations and subscribing to periodicals/newspapers that would benefit the service for which the Foundation has contracted. In order for KentuckianaWorks to reimburse for membership dues the contractor must get prior approval from appropriate KentuckianaWorks Project Director. Subscriptions to journals, magazines, etc. that are considered reasonable and provide relevant information as it relates to the program funded by KentuckianaWorks will be allowed. KentuckianaWorks.
- Educational Materials – The cost for purchasing materials to be used in performing services as described in the Program narrative including the cost for Assessment Tools/Fees, as well as GED Attainment Fees and Instructional Materials.'
- Electronic Equipment and Software – Any such equipment or software desired or requested by the Contractor is to be approved first through the Project Director. After approval obtained, orders for all electronic equipment and/or software are placed through KentuckianaWorks Information Technology (IT) Contractor coordinated through the Project Director.
- Employee Expenses – These are incidental expenses aside from payroll and fringe benefits such as: Employee Awards, Employee Background Checks, Employee Bonding, Employee Bonuses, Employee ID/name Badges, Employee Incentives, Employee Recognition Expense, Employee Retreat, and Employee Uniforms or Employee Logo Wear. These items may only be used for employees of the contractor who have been identified as working and receiving compensation under this contract. In addition these items must be identified during negotiation of the contract and approved by the Project Director.
- Facility Maintenance – The cost of maintaining and retaining the upkeep of the property where the program is located. Should the contractor have other contracts or businesses located on the property the cost is to be appropriately allocated per the Contractor's cost allocation plan so that the Foundation is asked to reimburse for its fair share (no more, no less).

- Fringe Benefits – The approximate percentage of position salary that it will cost to provide established company benefits such as health insurance life, dental, etc. Benefits should be based upon the Contractor's written personnel policy for all employees. Daily employee parking in a garage or lot where required is considered a fringe benefit and so should be included in this line item as well.
- Furniture (Rental) and Other Approved Equipment – Furniture includes desks, chairs, tables, and bookcases. These items are to be rented unless otherwise approved by KentuckianaWorks. Other Approved Equipment under this line item includes file cabinets and fax machines. Anything else the contractor desires needs to be requested in writing and approved prior to rental or purchase by the appropriate Project Director. Items with a value of more than \$1500 must be reported on the Contractor's inventory and is considered to be the property of KentuckianaWorks. This line-item does not include any computer equipment or copier.
- Office Cleaning – The cost of having the rented space cleaned on a regular basis. If contractor has other funded contracts or other business than the cost is to be properly shared among funding sources per the Contractor's Cost Allocation Plan unless area cleaned is strictly that related to this program.
- Office Supplies, Printing, and Copying – Those items to be purchased to be used in the course of performing day to day business activities such as ink pens, paper clips, etc. Also includes expense for printing materials to be used in the course of conducting obligations under contract and the copying of documents/materials as needed.
- Phones – Includes office phones and installation, as well as service to keep phones functioning. Phone budget item does not include cell phones or pagers without an approval from appropriate KentuckianaWorks Project Director. Request must be put in writing during contract negotiations with justification as to why such is required to perform duties in contract. Pagers are preferable to cell phones. If prior approval granted by KentuckianaWorks, expense will then be added into line item. Staff long distance phone expense will be reimbursed only when occurring as a result of out-of-town staff development travel, not home-to-office or other personal phone use.
- Planned Miscellaneous – Those items that contractor must have, but do not fit under any other line item. These items need prior approval from the Project Director prior to including in budget negotiations.
- Position Title/Personnel – Costs associated with the individual job positions needed to perform the service for which the Foundation has contracted. Positions are to be defined as to what the job entails and how the job functions relate to this contract.
- Postage/Courier Service – Expense for using the USPS, as well as Fed Ex, UPS, etc as necessary. If required to carry out obligations under contract expenses for Courier Service also come under this line item.
- Rent – The actual cost for space to house personnel and programs necessary to carry out obligations under the contract. Square footage per staff person is to be reasonable; no offices are to have private baths or kitchens. A staff and, if necessary, a participant break room is acceptable. Staff may also include a microwave and refrigerator for lunches in their break room. Space is to be handicapped accessible for staff and participants.
- Security – This line item is to be used only where Security is required for the safety of Staff and/or Participants in the course of conducting the program.
- Staff Development – This line item is to be used to advance the knowledge of Direct Service Employees as it relates to the contracted program. Requests for reimbursements under this category must contain description of activity and benefit to the employee and to the funding source.

- Travel (Local) – The cost of attending meetings and activities away from the office locally using personal vehicles. Meetings are to be relevant to contract and to the benefit of the clients being served. Local travel is considered within a fifty mile radius of business location. Mileage reimbursement is to be in accordance with the contractor's established mileage policy or an agreed upon amount reached during contract negotiation. Parking expenses incurred will also be reimbursed under this line item.
- Travel (Out of Town) – Those expenses incurred for appropriate staff attending meetings/conferences that relate to the program being administered by the contractor and that can benefit the attendee in his/her job performance.
- Unforeseen Miscellaneous – Items that are required, but unforeseen initially. Does not include cost overruns in individual line items. An example would be an expense for the services of a Deaf Interpreter required at a program function, etc. NOTE: Total combined Unforeseen Miscellaneous and Contractual not to exceed 2% of total budget.
- Utilities – The incurred cost (if not included in rent) of water, sewage, gas, electric, and garbage pick up if not available free of charge at office facility.

NOTE: Items that are related to the contractor's corporate image or separate business entity are NOT to be included in the budget for the program or services to be performed by the contractor via the negotiated agreement. Examples of what would be considered "Corporate Expenses" unrelated to this contract are advertising for positions, annual report filing, business plan costs, legal services and staff assessments to name just a few.

1. Line Item Budget : Louisville Metro Housing Authority

KentuckianaWorks is contracting with Jefferson County Public Schools Adult Education Department to provide career counseling, case management, job preparation basic skills instruction, tracking, and retention services for youth ages 16-21 residing in Louisville Metro Housing Authority property. Services shall be conducted and coordinated out of the Youth Opportunities Unlimited site.

<u>LINE ITEM</u>	<u>GLWIB COST</u>
Funding Source: Metro Housing Authority Partnership	
Position Title: 25% of 1 Career Service Planner to work approximately 10 hours per week for an estimated 48 weeks	11,206
Fringe @ approximately 27.5%	3,131
Educational Materials	
Participant Incentives	
Participant Activities and Celebrations	663
TOTAL FUNDS Requested	\$15,000
Note: KentuckianaWorks shall not reimburse JCPSAE on line items listed above until funds are received from the Metro Housing Authority Partnership.	

2. Line Item Budget : Annie E. Casey Foundation

KentuckianaWorks is contracting with Jefferson County Public Schools Adult Education Department to provide career counseling, case management, job preparation, basic skills instruction, tracking, and retention services for youth, ages 16-2, residing in targeted *Making Connections Louisville* neighborhoods. Services shall be conducted and coordinated out of the Youth Opportunities Unlimited site.

<u>LINE ITEM</u>	<u>GLWIB COST</u>
Funding Source: Annie E. Casey Foundation	
Position Title: 75% of 1 Full-Time Career Service Planner/Recruitment Specialist to work approximately 30 hours per week for an estimated 50 weeks	37,885
Fringe @ approximately 3%	715
Travel: In-County	978
Travel: Out-of-County	1,750
Participant Activities and Celebrations	3,672
Participant Incentives	
TOTAL FUNDS Requested	\$45,000

3. Line Item Budget - Gheens Foundation

<u>LINE ITEM</u>	<u>GLWIB COST</u>
Funding Source: Gheens Foundation	
Position Title: to work approximately ___ hours over ___ weeks	
Fringe @ approximately ___ %	
Educational Materials	
Participant Incentives	25,000
TOTAL FUNDS Requested	\$25,000

4. Line Item Budget - General Electric

<u>LINE ITEM</u>	<u>GLWIB COST</u>
Funding Source: General Electric	
Position Title: to work approximately ___ hours over ___ weeks	
Fringe @ approximately ___ %	
Educational Materials	
Participant Incentives	5,000
TOTAL FUNDS Requested	\$5,000

APPROVED AND CERTIFIED: To be a grant of funds previously approved by the Foundation.

KentuckianaWorks Foundation

The Contractor

Jefferson County Public Schools

Michael Gritton, Executive Director
KentuckianaWorks

Dr. Stephen W. Daeschner
Superintendent

Date

Date

Approved as to Form

Edwin J. Lowry Jr.
Attorney at Law